

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

TERESA ROSALES,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO. 05-11442 PBS
	)	
MANHATTAN ASSOCIATES, INC.,	)	
	)	
Defendant.	)	
	)	

**ANSWER**

The defendant, Manhattan Associates, Inc. ("Manhattan Associates"), hereby answers the Complaint of Teresa Rosales (the "Plaintiff") as follows:

**FIRST DEFENSE**

1. Manhattan Associates is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 1 of the Complaint.
2. Manhattan Associates admits the averments set forth in paragraph 2 of the Complaint.
3. Manhattan Associates is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 3 of the Complaint.
4. Manhattan Associates is without knowledge or information sufficient to form a belief as to the truth of the averments set forth in paragraph 4 of the Complaint.
5. Manhattan Associates admits that on December 13, 2002, it entered into an Asset Purchase Agreement with Logistics.com, Inc. and states that the Asset Purchase Agreement speaks for itself. Manhattan Associates denies the remaining averments in paragraph 5 of the Complaint.

6. Manhattan Associates denies the averments in paragraph 6 of the Complaint.

7. Manhattan Associates denies the averments in paragraph 7 of the Complaint.

SECOND DEFENSE

The Plaintiff has failed to state a claim upon which relief can be granted.

THIRD DEFENSE

If the Plaintiff suffered any damages, which Manhattan Associates denies, she is not entitled to recover due to her failure to mitigate damages.

FOURTH DEFENSE

Manhattan Associates has no liability to the Plaintiff because the Plaintiff is not an intended beneficiary of the Asset Purchase Agreement between Manhattan Associates and Logistics.com, Inc.

FIFTH DEFENSE

The Plaintiff is barred from pursuing its claims due to the applicable statute of limitations.

SIXTH DEFENSE

The Plaintiff's claims fail for lack of consideration.

SEVENTH DEFENSE

The Plaintiff is not entitled to recover on her claims as said claims are frivolous and violative of Mass. Gen. Laws c. 231, § 6F.

WHEREFORE, Defendant Manhattan Associates, Inc. respectfully requests that this Court deny the Plaintiff's claim for relief and enter judgment in its favor.

MANHATTAN ASSOCIATES, INC.

By its Attorneys,

/s/ Heidsha Batista  
Peter S. Brooks (BBO # 058980)  
Heidsha Batista (BBO # 655263)  
SEYFARTH SHAW LLP  
World Trade Center East  
Two Seaport Lane  
Suite 300  
Boston, MA 02210-2028  
Telephone: (617) 946-4800  
Telecopier: (617) 946-4801

DATED: July 12, 2005

**Certificate of Service**

I, Heidsha Batista, hereby certify that on July 12, 2005, I caused a true and accurate copy of the within document to be served by first class mail on John F. Maher, Esq., 50 Pleasant Street, Arlington, MA 02476.

/s/ Heidsha Batista  
Heidsha Batista